



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Retail and Education Collective Bargaining  
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

---

8-7-1939

## **East Bay Motor Car Dealers' Association and Automobile Salesmen's Union, Retail Clerks International Protective Association, Local 1095, AFL (1939)**

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

**Support this valuable resource today!**

---

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

## East Bay Motor Car Dealers' Association and Automobile Salesmen's Union, Retail Clerks International Protective Association, Local 1095, AFL (1939)

### Location

Oakland, CA

### Effective Date

8-7-1939

### Expiration Date

8-1-1940

### Number of Workers

365

### Employer

Warren Boyd Company; Howard Auto Company; Joe Davis Company; and others

### Union

Automobile Salesmen's Union, Retail Clerks International Protective Association

### Union Local

1095

### NAICS

44

### Sector

Private

### Item ID

6178-009b131f029\_04

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

## A G R E E M E N T

THIS AGREEMENT made and entered into the day and year hereinafter set forth, by and between \_\_\_\_\_, a corporation, First Party, hereinafter called Employer, and AUTO-MOBILE SALESMEN'S UNION LOCAL 1095, Second Party, hereinafter called Union.

SECTION I: RECOGNITION OF THE UNION: The employer hereby recognizes the Union as the sole collective bargaining agency for all employees of the employer within the jurisdiction of the said Union, or eligible to membership therein as long as said Union is affiliated with the American Federation of Labor through the Central Labor Council of Alameda County. The Union represents that it is a member of the Central Labor Council of Alameda County, and that this agreement may, at the election of the employer, be terminated, should said Union at any time during the existence of this agreement cease to be a fully accredited member of said Council.

SECTION II: EMPLOYMENT OF UNION MEMBERS: The employer hereby agrees to hire only members of the Union in good standing or any persons eligible for membership in the Union, it being understood and agreed, however, that the hiring of persons who are not members of the Union shall be in accordance and compliance with the following rules:

(a) The employer shall notify the Union of his intention to hire such non-union person, and at the same time shall notify the said non-union person to report to the office of the Union.

(b) The employer shall discharge said person so employed upon notice from the Union, if said person shall not have become a member of the Union in good standing within seven days from date of his said employment, and/or shall not have made his application for admittance to membership in the Union within two days from the date of said employment. The initiation fee shall be paid by said person upon the filing of his application for membership in the Union.

(c) Upon the Union receiving the application of said person so employed it shall forthwith proceed in accordance with its regular procedure to investigate said person, and take the required steps for his admittance as a member of the Union, and upon the Union finding said person eligible for membership, and in its opinion worthy of membership, the Union hereby agrees to admit said person to its membership.

SECTION III: DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES: No employee shall be discharged or discriminated against because of Union activities or upholding Union principles; and no employee shall be required to work, nor shall it be a violation of this contract, for any employee to refuse to work for any employer where there is a lock-out or whose establishment is under strike recognized by the Central Labor Council of Alameda County, or is on the official "We Don't Patronize" list of said Central Labor Council at the request of any Union which under the constitution and laws of its parent body of the American Federation of Labor is entitled to jurisdiction over any of the employees of the employer.

SECTION IV: CLASSIFICATION:

(a) Whenever the word employee is used in this contract it is understood and agreed that an automobile salesman that is eligible for membership in the Union is meant, and for the purposes of this contract an automobile salesman is hereby defined to be as follows:

Any person who is employed in any establishment which is engaged, either in whole or in part, in the selling of new and/or used motor

vehicles, and which said person is actively engaged in selling at retail new and/or used motor vehicles in a full time capacity, and not employed, partially, casually, occasionally, or intermittently.

(b) Seniority will be given consideration by the employer in the reduction of forces and reemployment of men, ability being equal. The employer shall be the judge of the competency of the salesmen employed by him.

(c) Salesmen shall be classified as Beginner Salesmen and Regular Salesmen.

(1) A Beginner Salesman is one who has been regularly employed for ninety days or less in the State of California in any accredited or recognized dealership or dealerships.

(2) All other Salesmen are Regular Salesmen.

(d) Only One Beginner Salesman may be hired for every five or less Regular Salesmen, or two for ten, or three for fifteen, etc. For the purposes of this computation, the used car department shall be taken separately from the new car department.

#### SECTION V: WORKING HOURS:

(a) No member of the Union shall be required or allowed to work on the premises of the employer on Sundays, or Legal Holidays. Whenever a Holiday falls upon a Sunday, the following day shall be considered the Holiday, unless some other day is generally observed as the holiday, in which case that day shall be so treated under this section.

For the purposes of this contract, Legal Holidays shall be the following: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day (when celebrated in Oakland) Thanksgiving Day and Christmas Day.

(b) No employee shall be required or allowed to work on the premises of the employer, earlier than 8:00 A.M. of any week day, nor later than 6:00 P.M. on Saturdays, nor later than 9:00 P.M. on week days other than Saturdays, nor later than 6:00 P.M. on days preceding Holidays as set forth in sub-section (a) of this section; except to complete a transaction with a customer who has entered upon the premises during the hours above prescribed.

(c) No employee shall be required to spend more than eight hours floor duty on any week day except Saturday, nor more than ten hours floor duty on Saturdays, but he may do so at his option, if agreeable to the Employer.

(d) The employer shall adjust the floor time of his employees so that all employees shall spend equal time per week on the sales floor, provided however, that Beginner Salesmen shall not be assigned floor duty during the first thirty days of their employment.

#### SECTION VI: REMUNERATION:

(a) Remuneration of employees shall be calculated upon a commission basis to the 16th and end of each calendar month, and shall be paid by the 20th and 5th respectively, following such computation, all according to the following sections:

(b) NEW MOTOR VEHICLES: Commission on new cars shall be not less than four (4) per cent of the retail delivery price, with no deduction for "trade-ins". For the purpose of this contract, the retail delivery



price is hereby defined to be that price for which a motor vehicle is sold where the employee making the sale is employed, excluding Sales Tax, State License Fee, and License, and including standard accessories attached to the vehicle by the factory and specified in contractual agreements between the factory and dealer.

(c) A commission of Ten (10) per cent shall be paid on accessories not included in the delivery price of the motor vehicle as set forth in the preceding sub-section.

(d) USED MOTOR VEHICLES: Commissions on used cars shall be not less than Seven (7) per cent of the sale price, less deduction for "trade-ins".

(1) A minimum commission of Five (5) Dollars shall be paid on any used car selling for less than Fifty (50) Dollars. On used cars selling for Fifty (50) Dollars or more, the commission shall be Ten (10) Dollars, or the commission to which the employee is entitled under sub-section (d) of Section VI hereof, (less "trade-ins" as aforesaid) whichever is the greater.

(e) Each employee shall be guaranteed commissions equal to the sum of Two Hundred (200) Dollars for each two months' period, commencing as of August 1, 1939. For the purpose of giving the employee an income during the two months' period, it is agreed that whenever the commissions earned by any employee during any semi-monthly period herein contemplated, total less than Fifty (50) Dollars, the employer shall advance and pay to the employee a sum sufficient to raise the amount paid to Fifty (50) Dollars, provided however, that whenever commissions actually earned by any employee during any semi-monthly period exceed Fifty (50) Dollars, the employer may deduct from such earned commissions in excess of Fifty (50) Dollars, any amount and credit the same against unearned advancements made at any time during that particular two months' period, it being understood that beginning August 1st, 1939, at the end of each bi-monthly period any amount paid to the salesman as advancements in excess of earned commissions shall be charged off the salesman's account by the employer, it being the intention of the parties that the employee shall be guaranteed during each two month period commissions aggregating Two Hundred (200) Dollars, with the right to advancements against the same, as above provided. It is also understood that for any partial period of employment within any given two months' period the guarantee shall be proportionate and pro rata.

(f) EARNED COMMISSION DEFINED: For the purposes of this contract, and in order to determine the month upon which a commission shall have been earned, a commission shall be considered earned upon the delivery of a motor vehicle to the purchaser by the dealer.

(g) No commission shall be forfeited by reason of resignation or otherwise leaving the services of any employer.

(h) It is agreed that sub-section (b) of this Section shall not apply to the sale of Trucks and Commercial Units and that pending mutual agreement between the employer, independent truck dealers and this Union, relative to remuneration on such sales, the plan of compensation in existence on July 1, 1937, in the various dealerships with reference to the sale of Trucks and Commercial Units shall apply and be continued.

SECTION VII: HOUSE DEALS: All persons, other than members of the Union shall be prohibited from selling motor vehicles; provided however, that owners, general managers, and managers of used and new car departments are allowed to sell motor vehicles, but only in full and complete compliance and in accordance with the following rules and regulations:

(1) In the event an owner sells a motor vehicle to a customer other than a member of his immediate family the regular salesman's commission provided for in this agreement shall be divided equally among all of the salesmen of the employer, both Regular and Beginner.

(2) When a general manager or manager of a used or new car department sells a motor vehicle to any person, firm or corporation, the regular salesman's commission, as provided for in this contract, shall be divided equally among all of the salesmen of the employer, both Regular and Beginner. Notwithstanding anything in this section to the contrary, all dealerships employing a total of Four (4) or more salesmen in both the new and used car departments taken together shall be allowed to sell up to Five (5) per cent of the new and Five (5) per cent of the used car deliveries in each calendar month without the payment of commission to any salesman, and in dealerships employing less than such Four (4) Salesmen, the house shall be allowed to sell up to Thirty-five (35) per cent of the new and Thirty-five (35) per cent of the used car deliveries in each calendar month without the payment of commission to any salesman.

(3) This section on House Deals shall not apply and the salesmen shall not be entitled to commissions on sales made herein under State-wide or Nation-wide bids made to the State of California or the United States Government, or to any regular subordinate branch thereof, or sales to fleet buyers, or on sales of taxi cabs or "Driv-Yourself" units, where it is necessary to grant a discount in the amount of ten (10) per cent, or above, and it is agreed similarly that this section shall not apply, nor shall the salesmen be entitled to commissions in connection with the sale of used cars where such sales are made to another dealer for the purpose of re-sale at retail, or for the purpose of junking such cars sold. It is expressly understood that transactions under this paragraph and under sub-sections (1) and (6) of this Section shall not be considered in computing the house deal percentages under sub-section (2) hereof.

(4) In carrying out the provisions of sub-section (1) of this section, the used car department shall be considered separate from the new car department; that is to say, in the sale of a new car, the pooled commissions shall be divided only among the new car salesmen, and in the sale of used cars, the pooled commissions shall be divided only among the used car salesmen.

(5) It is further agreed that all prospective customers of motor vehicles originating through the owner, the executives or any employee of the owner other than a member of this Union, either within or without the premises, shall be rotated in such manner that each salesman shall share equally in the distribution of such prospects.

(6) In the event a sale is made by the owner to any bona fide employee, other than a member of the Union, who has been in the employ of the employer for more than one year preceding the date of the sale, and a reduction in the delivery price is given to such employee in an amount of ten (10) per cent or more, there shall be no commission paid. It is also agreed that no commission shall be paid on sales to members of the Union or to executives of the business.

SECTION VIII: DEMONSTRATORS: Each employer shall establish his own rules and regulations with reference to the ownership, use and maintenance of demonstrators used in his business. The dealer need not furnish a demonstrator to the employee, unless he so desires, and similarly, the employee need not provide one. However, if the salesman desires to purchase his own demonstrator, the same shall be sold to him at dealer's cost, and it is further provided that, whether the demonstrator is furnished by the dealer or owned by the employee,



reasonable gasoline, oil and servicing shall be furnished by the dealer in connection with the use of said demonstrator in actual sales activities for the employer.

(1) Whenever the employer requires the employee to carry insurance protecting the employer from property damage, public liability, or both, the employer shall pay the cost of such insurance.

SECTION IX: CHARITY: The Union agrees to handle all drives for charity which it deems advisable.

SECTION X: SUSPENDED OR EXPELLED MEMBERS OF THE UNION: When a member of the Union is suspended or expelled the dealer agrees to discharge him after seven days' notice from the Union.

SECTION XI: UNFAIR SOLICITATION: In the sale of new and/or used motor vehicles no employer shall require any salesman to participate in any practice which reduces the remuneration of the salesman as provided for in this agreement.

SECTION XII: OTHER WORK: No salesman shall be expected or required to give driving lessons or act as a collector, except in relation to deposits or down payments connected with his own sales, or carry on any other work not connected with the sale, delivery and proper customer service connected with the sale and delivery of cars, accessories, etc.

SECTION XIII: VISITS TO DEALERSHIPS: Upon previous notice to the employer and arrangements with him therefor, officials of the Union shall have the right to visit dealerships for any purpose reasonably necessary under this contract. It is agreed that this privilege shall not be used unnecessarily.

SECTION XIV: ARBITRATION: It is the desire of both parties to this agreement that matters of difference shall be settled amicably. For this purpose, it is hereby agreed that when mutual adjustment in such matters cannot be arrived at, both parties may proceed to create an arbitration board for the purpose of submitting to it such matter of difference, and in such event this arbitration board shall be composed of three representatives appointed by the Union and three representatives appointed by the Employer. A majority vote of all members of the Board shall be necessary for any action. If the majority of the board does not agree upon such a matter submitted to it within twenty-four hours after final submission, the board shall call in a disinterested party as the 7th arbitrator acceptable to the majority of the board, or by a majority vote may refer the matter at issue to a sole arbitrator. In the event that a 7th arbitrator is called in the vote of 4 out of the 7 arbitrators shall be necessary for a decision. The decision of the board upon the matter submitted to it shall be final and conclusive and binding upon all the parties hereto. Expenses of any arbitration proceedings shall be borne equally between the parties.

(1) If any matter under or growing out of this agreement is submitted to arbitration there shall be no strike or lockout or cessation of work in connection with the matter which is under arbitration during such arbitration proceedings.

SECTION XV: TERM OF AGREEMENT: The term of this agreement shall be one year from its effective date and may be renewed thereafter for like periods of time either as is or with changes or amendments in the manner following:

(a) If neither party to this contract, prior to 30 days before the expiration of the year term then in existence, notifies the other party in writing of its desire to rescind or make any change or amendment

in said contract, then said contract shall be automatically extended and renewed for the following year.

(b) In the event that either party is desirous of the renewal of same with any change or amendment, the party desiring such change or amendment shall give notice of the same to the other party no less than 30 days before the expiration of the year term then in existence, and shall specify in said notice the change or amendment desired. In the event such change or amendment is agreed to by both parties hereto before the expiration date of the year term then in existence, it shall be incorporated into and made a part of this contract; but in the event said parties cannot mutually agree to the acceptance of said change or amendment, or any other change or amendment to take the place of that proposed, this contract shall not be renewed for another year, and shall terminate and become null and void upon the expiration of the year term then in existence, unless the parties hereto agree to submit the matter in controversy to arbitration. In the latter instance it may be agreed to continue the existing agreement during the time the arbitration proceedings are pending.

(c) The effective date of this Agreement shall be August 1, 1939.

(d) This Agreement shall be binding upon the heirs, executors, administrators and assigns of the Parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this \_\_\_\_\_ day of \_\_\_\_\_ 1939.

\_\_\_\_\_  
By \_\_\_\_\_

By \_\_\_\_\_

AUTOMOBILE SALESMEN'S UNION  
LOCAL #1095.

By \_\_\_\_\_

By \_\_\_\_\_

owu#20744  
(58)A.F.L.



U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

UNION AGREEMENTS

November 15, 1939

John P. Philpott

~~Mr. Ben Dean~~, Sec'y #1095  
Retail Clerks' Int'l Protective Ass'n  
~~1680 Telegraph Avenue~~ Automobile Salesmen's Union  
Oakland, Calif.

LOCAL No. 1095, R. C. I. P. A.  
903 FINANCIAL CENTER BLDG.  
OAKLAND, CALIFORNIA

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement East Bay Motor Car Dealers Inc. (Representing 16 dealerships) (over)

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 38

Number of union members working under terms of agreement 365

Number of nonmembers working under terms of agreement None

Branch of trade covered Automobile retailing (salesmen)

Date signed Aug 7, 1939 Date of expiration Aug 1, 1940

Please check here if you wish the agreement returned \_\_\_\_\_

John P. Philpott

(Name of person furnishing information)

Automobile Salesmen's Union

LOCAL No. 1095, R. C. I. P. A.  
903 FINANCIAL CENTER BLDG.

OAKLAND, CALIFORNIA

Clerks #1095  
Oakland Calif  
8-1-40

Warren Boyd Co.  
Howard Auto Co.  
Joe Davis Co.  
Brooks Motor Co.  
L. C. McKinick  
Jos. Pierotti Co.  
Phil Davis  
Bill Wood Motor Co. Ltd  
Chaplin Motor Sales  
Milton Motor Co.  
Henry + Bischoff  
Connell Motor Co  
L. C. Firestone  
Kaleigh R Leach  
Albany Motors  
Remmer + Jordan  
Ackerman Bros.  
East Bay Chevrolet Co.  
H L. McCoy  
Webb Motor Co.  
University Motors  
W. D. Wright

These dealers are not  
members of the association  
and are individually contracted  
with a same contract as  
the association

